

## CONTRACT FOR PUBLIC DEFENSE SERVICES

This contract is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2007, by and between the Missouri State Public Defender (hereinafter referred to as MSPD) and \_\_\_\_\_ (hereinafter referred to as Contract Attorney). The Contract Attorney will provide professional legal representation for \_\_\_\_\_ cases transferred from local district public defender offices. *(Insert number and type of case to be transferred)*. The total amount of compensation for providing legal representation in these cases shall be \$\_\_\_\_\_.

### I. WORK TO BE PERFORMED BY ATTORNEY

- a) Upon transfer of a case from MSPD, the Attorney shall enter his/her appearance with the court and shall provide attorneys, staff, and investigative services in each case until final disposition of that case.
  - a. A "case" is any action relative to a criminal charge, prosecution, or appeal in which the Missouri State Public Defender through its employees or by way of this contract is obligated to provide defense services.
  - b. "Disposition" in criminal cases shall mean: 1) the dismissal of charges, 2) the entering of an order of deferred prosecution, 3) an order or result requiring a new trial, 4) imposition or suspended execution of sentence, 5) final sentencing and the filing of the Notice of Appeal when appeal is warranted or desired by the client, 6) an opinion or summary order issued by an appellate court, 7) a finding by the Missouri State Public Defender that the client is no longer eligible for public defender services.
- b) The services described above shall be provided in the following venues: \_\_\_\_\_
  - a. Upon transfer by the Missouri State Public Defender, the Contract Attorney shall immediately determine if a conflict exists by which Attorneys would be precluded from representing the defendant and/or defendants. Final determination of the conflict must be made by MSPD, which shall assign one or more different attorneys to represent the conflicts defendant or defendants in accordance with procedures developed by MSPD to provide representation in such conflicts. The Missouri State Public Defender remains responsible for payment of fees and costs to all attorneys other than the Contract Attorney. If a particular transferred case requires an extraordinary amount of time and preparation or legal responsibilities, the Attorney may apply to the Missouri State Public Defender for extraordinary compensation or reassignment of the case as if a conflict exists.
- c) The Missouri State Public Defender Guidelines for Representation, effective November 1, 1992, are hereby incorporated into this agreement, and substantial compliance and adherence to those guidelines are to be performed by the Contract Attorney. The Contract Attorney shall document compliance with those Guidelines and shall make available for inspection by the Missouri State Public Defender or the State Auditor records necessary to conduct performance audits at times agreed upon by the parties. Failure to maintain such records or to make such records available for inspection is a material breach of this agreement.
- d) The Attorney shall not subcontract or delegate any of the services required under this contract without obtaining prior written consent from the Missouri State Public Defender.

## **II. COMPENSATION**

- a) The total amount of this contract as indicated in Section I will be paid upon acceptance and approval of the contract. If the contractor is a new State of Missouri Vendor, the contractor must complete a Vendor Input form and submit it along with an invoice detailing the entity to be paid, the contract number, and amount. Requests for reimbursement of travel costs may be submitted for consideration once per contract, on May 31.
- b) Where extraordinary expenses are necessary to provide effective assistance of counsel, the Contract Attorney may submit a request for extraordinary expenditure approval to the Missouri State Public Defender prior to incurring any costs.
- c) If a Contract Attorney does not provide representation in the number of cases required by the contract, the contractor will refund a pro-rata amount of money to the State of Missouri.

## **III. REQUIREMENTS OF A PUBLIC DEFENDER**

- a) In the performance of duties while providing representation to public defender clients under this contract, Contract Attorneys are appointed as public defenders.
- b) Contract Attorneys must file public defender liens at the conclusion of each case and copies of the liens must be forwarded to MSPD.

## **IV. ASSIGNABILITY**

- a) This contract is for professional services and as such may not be assigned or delegated in total or in part without the written consent of the Missouri State Public Defender.

## **V. TERM OF AGREEMENT**

- a) The term of this agreement for purposes of compensation and transfer of cases to the Contract Attorney shall be for the period commencing on \_\_\_\_\_ and ending June 30, 2008. Representation for transferred cases will continue until resolution of the case or until reassignment by the Missouri State Public Defender.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
Contract Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Missouri State Public Defender

\_\_\_\_\_  
Date